

Ankeny

Ankeny Police Dept. Empl. Union

7/1/2005 6/30/2007

LABOR AGREEMENT

Between the

ANKENY POLICE DEPARTMENT

EMPLOYEE'S UNION

and

THE CITY OF ANKENY

July 1, 2005 – June 30, 2007

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PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Ankeny Police Department Employees' Union/Teamsters Local Union 238, hereinafter referred to as the "Union", agree as follows:

ARTICLE 1

RECOGNITION

SECTION 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all patrol officers and detectives.

SECTION 2. NON-DISCRIMINATION.

The Employer and the Union agree that there will be no unlawful discrimination against any Employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be deemed to include the opposite gender.

ARTICLE 2

CHECKOFF

The Employer agrees to deduct once each month, dues from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Bargaining Unit, and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to the Union by the end of the month, after such deductions are made.

Authorization for such deductions shall be revocable by the Employee by notification to the Employer thirty (30) days in advance of such revocation. Changes in the amount of dues shall be limited to no more than two (2) changes each year.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of any action taken or not taken if the Employer deducts according to the billing the Union has furnished and if such monies are promptly remitted to the Union.

ARTICLE 3

MANAGEMENT AND UNION RIGHTS

SECTION 1.

The Employer shall retain all rights set out in Chapter 20.7, Code of Iowa.

SECTION 2.

The Employees shall retain all their rights under Chapter 20.8, Code of Iowa.

SECTION 3. GENERAL.

In matters not specifically covered by language within this Agreement, the Employer shall have the clear right to make decisions in such areas, on a unilateral basis, and such decisions shall not be subject to the grievance procedure.

SECTION 4. DEPARTMENT WORK RULES.

The Employer may from time to time adopt new and/or different changes in existing department work rules and regulations. In the event departmental rules or regulations promulgated by the Employer conflict with any express terms or provisions of the agreement, the express term or provision of the collective bargaining agreement shall govern.

ARTICLE 4

PROBATIONARY PERIOD

SECTION 1. GENERAL.

The Employer and the Union recognize the obligations and responsibilities imposed by Section 400.8(2)(3), the Code of Iowa.

SECTION 2. PROBATIONARY PERIOD.

All new police officers shall be subject to a nine (9) months probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, his/her probationary period shall be nine (9) months from date of hire. During the probationary period an employee can be discharged by the Employer with or without cause.

SECTION 3. SENIORITY LIST.

For those Employees who continue employment past the probationary period, their date of seniority shall be computed as the original date of hire.

SECTION 4. POLICE ACADEMY.

All new police officers must be enrolled in a certified police academy within twelve (12) months and graduate from the same within eighteen (18) months from date of hire. If the Employee fails the police academy at any time, he/she may be discharged, and said failing of the academy shall be cause for discharge. If the new Employee is not able to attend a certified academy because of work scheduling of the Employer, the Employer shall make every effort to send the new Employee to a certified police academy as soon as the work load permits. An Employee's probationary period does not end until expiration of the nine (9) months probationary period following graduation from a certified academy.

ARTICLE 5

SENIORITY

SECTION 1. DEFINITION.

Seniority rights of Employees shall be those set out in Chapter 400 of the Code of Iowa.

SECTION 2. WORK FORCE CHANGES.

A. Shift Selection

When knowledge, training and ability are relatively equal, Employees shall bid on shifts by seniority annually. Shifts will begin on July 1 however, final discretion as to shift selection is with the Chief of Police to be exercised for purposes consistent with public safety.

B. Layoff and Recall

All cases of layoff and recall shall be consistent with the laws of the State of Iowa.

C. Promotions

In all cases of promotion, consistent with the laws of the State of Iowa, the following factors shall be considered. Where factor one (i) is equal among those individuals in the certified promotion list, factor two (ii) shall govern:

- (i) Knowledge, training and ability.
- (ii) Length of continuous service in classification.

ARTICLE 6

DISCIPLINE AND DISCHARGE

SECTION 1. RECOGNITION OF AUTHORITY.

The Employer and the Union recognize the authority of the Employer to take appropriate disciplinary action against Employees for just cause.

SECTION 2. WORK RULES VIOLATION.

Violation by an Employee of work rules promulgated by management may be considered a just cause for which the Employer has authority to take appropriate disciplinary action.

SECTION 3. TYPES OF DISCIPLINE.

Disciplinary actions or measures may include any of the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension (not to exceed twenty (20) working days), notice to be given in writing; and
- D. Discharge (notice to be given in writing).

Discharge grievances will begin with the third step of the grievance procedure and all others with the first step.

SECTION 4. IMPOSITION OF DISCIPLINE.

Any disciplinary action or measure imposed upon an Employee will be imposed by the Employer within thirty (30) days after discovery by the Employer of the just cause for discipline.

SECTION 5. GENERAL.

The Employer and the Union recognize the obligations and responsibilities imposed by Sections 400.18 and 400.19, the Code of Iowa.

SECTION 6. MANNER OF DISCIPLINE.

If the Employer has reason to discipline an Employee, such disciplinary action or measure shall be done in a manner that will not intentionally embarrass the Employee before other Employees or the public. In each case, the discipline shall not be more severe than the cause.

ARTICLE 7

SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE.

Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

- Step 1. The Employee, with or without the Union Steward, shall take up the grievance or dispute in writing with the Employee's supervisor within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond in writing to the Employee or the steward within five (5) calendar days.
- Step 2. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) calendar days of the direct supervisor's response to Step 1. The Chief of Police shall respond in writing to the Employee or the steward within five (5) calendar days.
- Step 3. If the grievance has not been settled, it shall be presented in writing by the Employee or the Union Steward to the City Manager within seven (7) calendar days after the Chief's response. The City Manager will meet with the appropriate union representative and aggrieved employee to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and his/her union representative within ten (10) calendar days.
- Step 4. If the grievance is still unsettled, either party has fifteen (15) calendar days after the reply of the City Manager by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument. In questions involving back pay, the

arbitrator's authority shall be limited to providing back pay for a period not to exceed thirty (30) calendar days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 2. TIME LIMITS.

Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.

Time limits may be extended only upon the mutual agreement of the parties.

SECTION 3. EXCLUSIVE REMEDY.

It is agreed by both the Union and the Employer that this grievance procedure is the exclusive mechanism by which grievances under this contract may be exercised. Both parties expressly waive their right to initiate a grievance procedure pursuant to the Code of the State of Iowa.

ARTICLE 8

TUITION AND SCHOOLING

SECTION 1. GENERAL.

Recognizing the benefits to the Employer of education and training in the unit, the parties agree to encourage additional training and/or education during off duty hours.

SECTION 2. PAYMENT FOR SCHOOLING.

At the determination of the Chief of Police, employees may be required or allowed to attend schooling or training related to their work.

ARTICLE 9

HOURS OF WORK

SECTION 1. WORK WEEK.

The work week shall consist of five (5) eight (8) hour days, or five (5) nine (9) hour days.

SECTION 2. WORKDAY.

All Employees shall be scheduled to work on a regular work schedule, and shall have a regular starting and quitting time.

SECTION 3. HOURS WORKED.

The following time shall be used to compute the hours of work required of each Employee:

- A) All hours actually worked within the work schedule including court time and required school time;
- B) Comp time under Article X;
- C) Paid leaves;

The following time shall not be used in computing the hours of work required of each Employee:

- (A) Unpaid leaves;
- (B) Court time for civil cases unless the City is a party;
- (C) Voluntary school time; and
- (D) Overtime.

SECTION 4. WORK SHIFT.

All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

SECTION 5. MODIFICATION.

It is the intent and policy of the Employer to maintain the work schedule as defined in Section 1 of this Article. No change may be made in the existing work schedule unless it is necessary and proper for the protection and safety of the citizens as determined by the Chief of Police. Except in emergencies as defined under Section 7 below, no changes may be made except upon sixty (60) days notice to the Employees affected.

SECTION 6. SPLIT SHIFTS.

The Employer retains the right to schedule split work shifts, but said split shift schedules shall not exceed the hours scheduled for regular work shifts.

SECTION 7. EMERGENCY.

The Employer retains the right to schedule hours of work during emergency periods, different from those indicated above and to call back any and all Employees for work during emergency periods. In the event the Employer has notice of said emergency period at least two (2) working days or more in advance of its happening, the Employer will notify the Employees affected of the contemplated change at least two (2) working days prior to its occurrence. Special events shall be considered an emergency for purposes of this section.

SECTION 8. COURT APPEARANCE PAYMENT.

The Employer shall pay to each Employee the appropriate hourly rate for said Employee subpoenaed to appear in court in connection with their official duties when said court appearance occurs outside their regularly scheduled work time. Employees will receive a minimum of two (2) hours for said court appearance.

ARTICLE 10

OVERTIME

SECTION 1. RATE OF PAY.

At the option of the Employer, time and one-half (1 1/2) the Employee's regular hourly rate of pay or compensatory time off, at the rate of time and one half (1 1/2) shall be paid for work performed in excess of the Employee's regularly scheduled shift.

SECTION 2. ASSIGNED OVERTIME.

On any occasion when a sufficient number of Employees do not accept overtime, the Employer has the right to assign overtime to Employees based on reverse seniority. Employees may bid for overtime by seniority.

SECTION 3. CALL BACK.

In the event an officer is called to work outside his/her normal work shift he/she will be guaranteed a minimum of two hours of overtime; however, in the event the work may be completed in less than two hours, and if by mutual agreement of Employee and Employer, the Employee is allowed to leave work, then the Employee will be paid at the rate of time and one-half for the time actually spent at work.

SECTION 4. COMPENSATION.

If compensatory time is used as a method of compensating an Employee for overtime hours, the compensatory time off will be scheduled mutually by the Employer and Employee. Whenever possible, compensatory time will be used in increments of not less than one work day; however, with the prior approval of the Employee's supervisor, the Employee may take compensatory time in increments of one-half (1/2) hour. All accumulated compensatory time not taken by the end of the fiscal year will be paid at the Employee's regular rate of pay.

ARTICLE 11

HEALTH AND WELFARE

SECTION 1. GROUP LIFE.

Employer shall establish and maintain a group life insurance program and shall provide through the program life insurance for each Employee, effective commencing the first day of employment in an amount equal to 1-1/4 of the Employee's gross annual base wage as defined in Appendix A in effect on July 1 of each year or the date of initial employment subsequent to that date during the term of this agreement.

SECTION 2. GROUP MEDICAL.

- A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

For the plan year beginning August 1, 2005, and each plan year thereafter, each month the Employer will pay up to

\$476.00 for single coverage
\$812.00 for employee + child(ren)
\$892.00 for employee + spouse
\$1290.00 for family coverage

- B. For the term of this contract the Employer will make available a flexible benefits spending account plan (cafeteria plan). Participation in said plan will be voluntary.

SECTION 3. GROUP DENTAL.

The Employer shall establish and maintain a group dental program, effective the Employee's first day of employment and will contribute the entire portion of a single person coverage per covered Employee. The Employer will provide no sums towards the maintenance of a group family dental program for any covered Employee.

SECTION 4. FITNESS MEMBERSHIP.

The Employer will pay twelve dollars (\$12.00) a month toward a membership to any fitness center provided that the employee must have used the facilities at least six (6) times during the month for which reimbursement is sought.

ARTICLE 12

UNIFORMS

SECTION 1. AUTHORIZED USE.

If an Employee is required to wear a uniform as a condition of employment, the Employee shall wear the uniform only as authorized in the work place.

SECTION 2. REPLACEMENT OR REPAIR - POLICE OFFICERS.

All police officers will receive at the beginning of their employment a uniform issued by the Employer. Any changes in the uniform required by the Employer shall be paid for by the Employer.

On the first July 1 which occurs after the police officer has completed 12 months of service and each July 1 thereafter, the Employee will receive an annual amount of \$575 for the replacement of the uniform. Detectives will receive \$625.00. Police officers who have completed less than twelve (12) months of service on July 1 shall receive a pro rated amount (e.g., an Employee with seven (7) months of service would receive 7/12 of the total.)

The Employer will replace body armor the Employer has previously issued without charge to the employee when the manufacturer has notified the Employer in writing that the manufacturer's shelf life warranty on the body armor has expired. The written notice shall be required for replacement of the body armor.

ARTICLE 13

VACATIONS

SECTION 1. VACATION PERIOD.

All eligible Employees shall be granted an annual paid vacation for the period specified below, based on the following requirements:

<u>Years of Service</u>	<u>Vacation Period</u>
Over 1 Year	2 work weeks
Over 5 Years	3 work weeks
Over 10 Years	4 work weeks
Over 15 Years	5 work weeks

There shall be no pro rata accrual of vacation time.

SECTION 2. REQUIREMENTS.

An Employee is not eligible for a paid vacation until he/she has completed twelve (12) consecutive calendar months of service. Thereafter, an Employee will not accrue additional vacation until he/she has completed an additional twelve (12) consecutive months of service.

SECTION 3. VACATION PAY.

The rate of vacation pay shall be the Employee's regular hourly rate of pay as defined in Article 17, Wages, in effect for the Employee's classification on the day immediately preceding the Employee's vacation period. A week of vacation is equal to an employee's regular scheduled work week. (ie. $5 \times 8 = 40$ hours, $5 \times 9 = 45$ hours)

SECTION 4. ACCUMULATION OF VACATION TIME.

Vacation time must be taken within a twelve (12) month period after the completion of the service year in which it is earned. Vacation time not used by an Employee is lost. Vacation time is not lost if the Employer has caused the Employee to lose his/her vacation.

SECTION 5. VACATION PERIODS.

Vacation time shall be taken in vacation periods consisting of not less than one work week; however, with the prior approval of the Employee's supervisor, the Employee may take vacation time in increments of one hour or more.

SECTION 6. WORK DURING VACATION PERIOD.

If after the Employee has begun his/her vacation, the Employer requires the Employee to work during the scheduled vacation period, the Employee shall be compensated at double time. At the option of the Employee, the Employee shall work out the balance of the work week at double time, and there shall be no re-scheduling of his/her vacation or Employee may finish out his/her scheduled vacation. Required court time during Employee's vacation shall be treated as time that the Employer requires the Employee to work if the Employee has timely requested a continuance and it has been denied. For the purpose of this Section only, vacation is defined to be all vacation time taken in increments of one work week or more and shall include the scheduled time off immediately preceding and following the said vacation.

SECTION 7. SCHEDULING.

All vacation time not scheduled six (6) months in advance cannot be carried over, notwithstanding the language of Section 4 above.

ARTICLE 14

PENSION

SECTION 1. GENERAL.

The Employer and the Union recognize the obligations and responsibilities imposed by Chapter 411, the Code of Iowa.

ARTICLE 15

LEAVE OF ABSENCE

SECTION 1. ELIGIBILITY.

Employee shall be eligible for leaves of absence after six (6) months of service with the Employer. Leaves of absence shall be for a maximum of one (1) year.

SECTION 2. APPLICATION FOR LEAVE.

A request for a leave of absence shall be submitted in writing by the Employee to the Police Chief. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

SECTION 3. GRANT OR DENIAL OF REQUESTED LEAVE.

The Police Chief to whom the request is submitted shall grant or deny leave, taking into consideration the division's work units, work load and the Employee's request. Authorization for leave, if granted, shall be furnished by writing. Any request for a leave of absence shall be answered promptly. In addition to accruing seniority while on any leave of absence granted under this article (subject to the limitation of 400.12, the Code of Iowa), the Employee shall be returned to the position he/she held at the time the leave was requested.

SECTION 4. PAID LEAVES.

A. Funeral Leave

In the event of a death in the family of an Employee's spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, grandchildren, great-grandchildren, step children, or any other member of the Employee's family who resides in the household of and is supported by the Employee, the Employee shall be granted up to three (3) day's leave of absence with full pay to make household adjustments, or to attend funeral services.

B. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. If an Employee's presence is not required, he/she shall be expected to return to work.

C. Voting Time

Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

SECTION 5. UNPAID LEAVES.

A. Military Service

Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the Employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

Any Employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

ARTICLE 16

SICK LEAVE

SECTION 1. DEFINITION.

Sick leave is that leave which is earned by an Employee and which, after earned, is used by the Employee only in the case of actual personal illness or injury to himself/herself.

SECTION 2. ELIGIBILITY.

Employees shall be eligible to earn sick leave after thirty (30) days of consecutive service with the Employer.

SECTION 3. EARNED LEAVE.

Eligible Employees shall be allowed to earn sick leave at the rate of 8 hours of sick leave for each consecutive calendar month of service commencing on the first day of the full calendar month of service after the thirty (30) day waiting period.

Sick leave shall be earned during any calendar month of service only if the Employee has received compensation in each of the regularly scheduled work weeks during the calendar month of service.

SECTION 4. ACCUMULATION.

Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed 800 hours.

SECTION 5. PAYMENT ELIGIBILITY UPON RETIREMENT

Employees shall be entitled to receive payment for 25% of all accrued sick leave upon retirement. Retirement shall be defined as any separation from employment with the City after 15 years of service for any reason other than discharge for cause.

SECTION 5. USED SICK LEAVE.

Sick leave may be granted, if earned, in minimum units of one (1) hour. Sick leave may be granted in advance of accrual at the discretion of the Employer.

SECTION 6. IMMEDIATE FAMILY PROVISION.

When an Employee must be away from the job because of a serious illness in the immediate family, requiring the Employee's presence to care for the ill family member, such leave may be granted by the Employer and charged against sick leave time accrued.

"Immediate Family" for purposes of this Article, is defined as the Employee's spouse and the Employee's legal dependents.

No more than three (3) days of sick leave may be used per contract year as Immediate Family Sick Leave.

SECTION 7. REPORTING SICK LEAVE ABSENCE AND VERIFICATION.

Sick leave shall be reported and may be verified as follows:

- A. Reporting of absence on sick leave: If an Employee is absent for reasons that entitle him/her to sick leave, the Employee or a member of his/her household shall notify his/her supervisor prior to his/her usual reporting time. If the Employee fails to notify his/her supervisor or agency head, no sick leave shall be approved unless it is physically impossible to make such immediate notification. In such case, the Employee shall notify his/her supervisor as soon as such notification is physically possible. Immediately upon return to work, the Employee shall submit a leave form to his/her supervisor.
- B. Investigation of sick leave: The Employer may investigate the basis of the reason given by an Employee absent on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.
- C. Medical Statement: An Employee who is absent on sick leave because of his/her own illness may, if Employer has reason to believe an abuse of sick leave is occurring, be required to furnish a statement signed by the attending physician.
- D. The Employer will not be liable for any expense resulting from the doctor's verification.

SECTION 8. LEAVE WITHOUT PAY.

Leave without pay may be granted by Employer for illness or injury extending beyond an Employee's earned sick leave.

SECTION 9. MATERNITY LEAVE.

Upon receipt of a physician's report, maternity leave may normally be granted no earlier than the 6th month of pregnancy, but earlier if the Employee is unable to perform her work. In the event an Employee is unable to perform her normal duties due to pregnancy, Employer will, as in the case of any Employee who is unable to perform their normal duties, endeavor to find other work for said Employee to perform their normal duties, that is consistent with both the health needs of the Employee and the good management by the Employer.

Unless otherwise advised by the attending physician that additional leave be granted, maternity leave shall be limited to six (6) months. All maternity leave shall be deducted from the Employee's sick leave accumulation. Upon using up of sick leave, extended unpaid leave may be granted up to six (6) months.

SECTION 10. SECOND OPINION.

The Employer shall have the right to require a second opinion by an Employer selected physician at the Employer's expense.

ARTICLE 17

WAGES

SECTION 1. WAGE SCHEDULE.

The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining and awarding step increases, each Employee's present anniversary date shall be the date used.

SECTION 2. SUPPLEMENTAL PAY.

Every Employee who assumes the obligations and responsibilities of a management employee shall be compensated pursuant to Chapter 400 of the Iowa Code.

SECTION 3. ACTING SERGEANT AND INVESTIGATORS.

Patrol officers who are assigned investigative duties shall receive a supplemental pay bonus of Thirty Dollars (\$30.00) per pay period for each pay period in which they occupy the position.

Patrol officers who are assigned the duties of acting Watch Sergeant shall receive one (1) hour of overtime for each shift they are assigned to that position for four (4) hours or more.

SECTION 4. SHIFT DIFFERENTIAL.

Employees on Watch 1 will receive, in addition to his/her regular rate of pay, twenty-three cents (\$.23) per hour for each hour worked on that shift. Employees on Watch 3 will receive, in addition to his/her regular rate of pay, fourteen cents (\$.14) per hour for each hour worked on that shift.

SECTION 5. SCHOOL RESOURCE OFFICER.

Any officer assigned to the position of School Resource Officer shall receive detective pay while so assigned.

SECTION 6. FIELD TRAINING OFFICER

Any officer assigned to be a FTO shall receive detective pay while so assigned.

SECTION 7. TEMPORARY APPOINTMENT.

Any patrol officer appointed to the position of Interim Sergeant shall remain in that temporary assignment no more than ninety (90) days.

ARTICLE 18

SPECIFIC PURPOSE CLAUSE

SECTION 1. SAVINGS.

Should any provision of this Agreement be found to be inoperative, void or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the validity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

SECTION 2. CLOSING OF NEGOTIATIONS.

This agreement covers wages and benefits for the contract years beginning July 1, 2005, through June 30, 2007. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement.

SECTION 3. SUCCESSOR.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto. In particular, should the Employer choose to contract for the services provided by the Employees to this contract, Employer agrees to make a part of any said contract that the Employees governed by this Agreement would retain the first option to be employed under said contract for services at no less compensation than they received under this Agreement.

SECTION 4. EXCLUSIVENESS OF AGREEMENT.

This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 19

HOLIDAYS AND PERSONAL DAYS

SECTION 1. PAID HOLIDAYS.

The following holidays should be recognized and observed as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving
6. Christmas Day

The actual day the holiday falls shall be observed as the holiday.

SECTION 2. ELIGIBILITY.

Employees shall be eligible for holiday pay only under the following conditions:

- a. The Employee works his/her last scheduled working day before and his/her next scheduled working day following the holiday unless he or she is excused for vacation, personal days or compensatory time off by the Employer; or
- b. The Employee is scheduled to work the holiday and works.

SECTION 3. COMPENSATION.

Eligible Employees who perform no work on a holiday shall receive one work day's pay at their regularly scheduled hourly rate of pay in effect on the day immediately preceding the holiday. If an eligible Employee works on any of the holidays listed above, he/she shall be paid time and one-half for all hours worked at his/her regularly scheduled rate of pay in effect the day immediately preceding the holiday plus one work day's holiday pay as described above.

SECTION 4. PERSONAL DAYS.

Effective July 1, 2005, after twelve (12) consecutive months of service each employee shall receive four (4) personal days on July 1 of each contract year. Employees will be eligible to use personal days the first quarter after their 12 months of service ends. Employees whose one year of service falls after July 1 but prior to October 1 shall receive 4 personal days; after October 1 but prior to January 1 shall receive 3 personal days; after January 1 but prior to April 1 shall receive 2 personal days; and after April 1 but prior to July 1 shall receive 1 personal day.

Effective July 1, 2006, after twelve (12) consecutive months of service each employee shall receive five (5) personal days on July 1 of each contract year. Employees will be eligible to use personal days the first quarter after their 12 months of service ends. Employees whose one year of service falls after July 1 but prior to October 1 shall receive 5 personal days; after October 1 but prior to January 1 shall receive 4 personal days; after January 1 but prior to April 1 shall receive 3 personal days; and after April 1 but prior to July 1 shall receive 2 personal days.

All personal days are to be scheduled by mutual agreement between Employee and Employer. Personal days not used during the contract year are lost; however, Employees required to work on a personal day previously scheduled as time off may carry that personal day over into the next quarter.

ARTICLE 20

TERMINATION

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

This Agreement shall be effective as of July 1, 2005, and shall be binding upon the Employer, the Union and its members and shall remain in full force and effect through June 30, 2007. The Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 21

FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance. During the course of the contract Employer will maintain false arrest insurance with provisions substantially similar to the policy in effect on the date of the execution of this Agreement. If the Employee requires bonding, the Employer will pay for the bonding.

APPENDIX A**Ankeny Police Department****Employees' Union****Wage Schedule****EFFECTIVE JULY 1, 2005 – JUNE 30, 2006****POLICE OFFICERS**

Grade/Step	1	2	3	4	5	6	7	8	9
11	34,225	35,936	37,733	39,620	41,601	43,681	45,865	48,158	50,566

EFFECTIVE JULY 1, 2006 – JUNE 30, 2007**POLICE OFFICERS**

Grade/Step	1	2	3	4	5	6	7	8	9
11	Eliminated	36,655	38,488	40,412	42,433	44,554	46,782	49,121	51,577

LONGEVITY SCHEDULE (CONTINUOUS SERVICE)	ADD'L PER YEAR AMOUNT	TOTAL YEARLY AMOUNT
AFTER 3 YEARS SERVICE	400	400
AFTER 5 YEARS SERVICE	400	800
AFTER 10 YEARS SERVICE	400	1,200
AFTER 15 YEARS SERVICE	400	1,600
AFTER 20 YEARS SERVICE	400	2,000

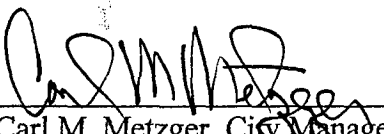
IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this 14th day of March, 2005, at Ankeny, Iowa.

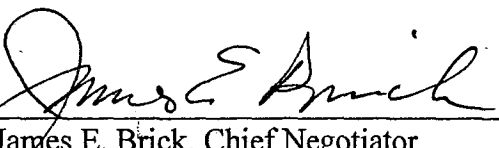
FOR THE ANKENY POLICE DEPARTMENT
EMPLOYEES' UNION

By: 
Union Steward

By: 
Rik Willett, Teamsters Local 238

FOR THE CITY OF ANKENY, IOWA

By: 
Carl M. Metzger, City Manager

By: 
James E. Brick, Chief Negotiator